



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Brown Bros. Agencies Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OLC, FFT

### Introduction

This hearing was scheduled to deal with a tenant's application filed on July 21, 2020 to cancel a 1 Month Notice to End Tenancy for Cause dated July 20, 2020; and, for orders for compliance with the Act, regulations or tenancy agreement. The tenant appeared at the hearing; however, there was no appearance on part of the landlord despite leaving the teleconference call open for at least 15 minutes to give the landlord time to appear.

Since the landlord did not appear, I explored service of the proceeding package upon the landlord. The tenant testified that he sent the proceeding package to the landlord, at the landlord's service address, via registered mail. The tenant had not submitted proof of service before the proceeding and I asked him to provide the date of mailing or the registered mail tracking number to me orally. I also asked whether the landlord had any communication with the landlord concerning the future of his tenancy after sending the registered mail. The tenant responded that the landlord had not communicated with him about the fate of his tenancy but that the landlord had come to the rental unit with police escort to deal with a plumbing issue. The tenant stated he did not know the date of mailing the registered mail and he did not have the registered mail tracking number with him.

The tenant stated he had taken a photograph of the registered mail envelope sent to the landlord. I asked the tenant to find the photograph and provide me with the registered mail tracking number. The tenant stated he could not do it during the hearing and he would need at least 20 minutes to find it on his laptop. I considered giving the tenant a few hours to upload the proof of service but then the tenant stated he was out of town and returning home this evening so the tenant requested that I give him until noon, August 28, 2020, to upload or deliver the proof of service. I impressed upon the tenant the importance of providing the proof of service by that deadline and the tenant indicated he understood. Therefore, the tenant's request to provide the proof of service

by the deadline of noon on August 28, 2020 was granted and this decision was held in abeyance pending the receipt of the proof of service.

Later, on August 27, 2020, the tenant provided a photograph of an envelope addressed to the landlord and the envelope had a postage label affixed to it. The postage label indicates the postage was purchased on July 24, 2020 at a cost of \$1.95 for "Letter other".

Registered mail costs more than \$1.95 and no where on the postal label does it indicate the service purchased was registered mail. There is a reference number on the label but it is inconsistent with registered mail tracking numbers. Nevertheless, I tried entering the reference number on the Canada Post website for tracking registered mail and the result was that it was not a valid registered mail tracking number.

Based on what is before me, I find I am unsatisfied the tenant sent the proceeding package to the landlord by registered mail. Rather, it would appear he purchased postage for regular mail and I am unable to confirm that the envelope was deposited in the mail system and received by the landlord.

Where a respondent does not appear at the hearing, the applicant bears the burden to prove they served the respondent in a manner that complies with the Act.

Section 89 provides for the ways an Application for Dispute Resolution and other required documents must be served upon the respondent. Registered mail is a permissible method of service under section 89 but regular mail is not.

I find the tenant failed to comply with the requirements of 89 of the Act and I declined to further consider this Application for Dispute Resolution and I dismiss it without leave to reapply since the time limit for filing to dispute a 1 Month Notice served on July 20, 2020 has passed.

As the landlord was not served properly with the hearing documents I did not admit or give further consideration to the tenant's documentary evidence. Accordingly, I am unable to determine whether the Notice to End Tenancy complies with the form and content requirements of section 52 of the Act. Therefore, I do not provide the landlord with an Order of Possession pursuant to section 55(1) of the Act.

Should the landlord seek an Order of Possession based on the 1 Month Notice served upon the tenant on July 20, 2020 the landlord may make its own Application for Dispute Resolution.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 2, 2020

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Residential Tenancy Branch